

**CONTRACT PERIOD THROUGH JULY 31, 2004**

TO: All Departments  
FROM: Department of Materials Management  
SUBJECT: Contract for **MEDICAL EXAMINER LABORATORY EQUIPMENT**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **July 26, 1999**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

JH/af ag  
Attach

Copy to: Clerk of the Board  
Dorothy O'Connell, Medical Examiner  
Monica Mendoza, Materials Management

# SPECIFICATIONS ON CALL FOR BID FOR: **MEDICAL EXAMINER LABORATORY EQUIPMENT**

## **1.0 INTENT:**

The intent of this Call for Bids is to establish a multiple award requirements contract with vendors of record that will allow purchase of medical examiner's laboratory equipment. There are no specific items to price we are soliciting vendors that will without exception agree to the terms and conditions listed in this call for bids. If the terms and conditions are agreed to, you will be awarded a contract that will allow Maricopa County Medical Examiner's Office to purchase on an as needed basis items that meet the following definitions listed in the technical specification section of this call for bids.

## **2.0 TECHNICAL SPECIFICATIONS:**

One each High Performance Liquid Chromatograph	Purchased by 1999
One each HPLC/ Mass Spectrometer	Purchased by January 2002
Two each Gas Chromatograph	Purchased by June 2002
One each Gas Chromatograph/Mass Spectrometer	Purchased by January 2001
One each Alcohol Head space Sampler	Purchased by January 2000
Three each Sample Prep Robotics	Purchased by July 1999

- 2.1 We will ask for pricing at the time of purchase. This pricing will include purchase price, yearly maintenance costs, capital leasing costs, operating leasing costs, and reagent rental plans.

## **3.0 CONTRACT TERMS AND CONDITIONS:**

<b>ITEM DESCRIPTION</b>		<b>VENDOR</b>	<b>PROPOSAL</b>
		<b>VENDOR TO STATE "COMPLY" OR "NOT COMPLY"</b>	
3.1	<b>SHIPPING DOCUMENTS:</b>  A packing list or other suitable shipping document shall accompany each shipment and shall show the (1) name and address of the bidder, (2) name and address of the County Agency, (3) County purchase order number, (4) description of material shipped, including item number, quantity, number of containers and package number, if applicable.		
3.2	<b>INSTALLATION:</b>  Bid price should include delivery and setup in complete operating condition.		
3.3	<b>ACCEPTANCE</b>  Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.		

### 3.0 CONTRACT TERMS AND CONDITIONS:

	ITEM DESCRIPTION	VENDOR	PROPOSAL
		VENDOR TO STATE "COMPLY" OR "NOT COMPLY"	
3.4	<p>WARRANTY:</p> <p>The minimum warranty period shall be twelve (12) months' parts and labor. Warranty replacement will be done at no additional charge of any nature to Maricopa County. The effective date on all warranties shall commence upon date of acceptance.</p>		
3.5	<p>BRAND NAME:</p> <p>Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designed shall qualify for consideration.</p>		
3.6	<p>PRODUCT DISCONTINUANCE:</p> <p>In the event that a product and/or model is discontinued by the manufacturer, the County at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:</p> <p>3.6.1 Documentation from the manufacturer that the product or model has been discontinued.</p> <p>3.6.2 Documentation that names the replacement product or model.</p> <p>3.6.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original call for bids.</p> <p>3.6.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.</p> <p>3.6.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.</p> <p>Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.</p>		
3.7	<p>ORDERING AUTHORITY:</p> <p>Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid Purchase Order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). <b>CAPA purchases are limited to values of less than \$1,000.00. <u>No other request is valid.</u></b></p>		

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ITEM DESCRIPTION		VENDOR	PROPOSAL
		VENDOR TO STATE "COMPLY" OR "NOT COMPLY"	
3.8	EQUIPMENT MAINTENANCE:  The contractor shall provide for maintenance of equipment supplied under the Agreement upon installation of equipment.		
3.9	FACTORY AUTHORIZED SERVICE AVAILABILITY:  The successful bidder shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the equipment. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.		
3.10	MANUALS:  Comprehensive operational manual(s) and equipment service manual(s), including schematic diagrams, shall be provided by Contractor.		
3.11	TRAINING:  The successful contractor shall provide a minimum of <u>ten (10)</u> (hours) to completely train County personnel in the use and care of the equipment.		
3.12	TECHNICAL AND DESCRIPTIVE LITERATURE:  Offerors must include complete manufacturer's technical and descriptive literature regarding the material they propose to provide. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected.		
3.13	LANGUAGE FOR REQUIREMENTS CONTRACTS:  Contractors signify their understanding and agreement by signing this document, that the contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.  It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a using agency or department and proper authorization and documentation have been approved.		
3.14	CONTRACT LENGTH:  This call for bids is for awarding a purchasing contract to cover a <u>five</u> (5) year period.		

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ITEM DESCRIPTION		VENDOR	PROPOSAL
		VENDOR TO STATE "COMPLY" OR "NOT COMPLY"	
3.15	<p>ESCALATION:</p> <p>Any requests for price adjustments must be submitted thirty (30) days prior to the contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.</p>		
3.16	<p>UNCONDITIONAL TERMINATION FOR CONVENIENCE:</p> <p>Maricopa County may terminate the resultant agreement for convenience by providing thirty (30) calendar days advance notice to the Contractor.</p>		
3.17	<p>TERMINATION FOR DEFAULT:</p> <p>If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.</p>		
3.18	<p>TERMINATION BY THE COUNTY:</p> <p>If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contract should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.</p>		
3.19	<p>APPROPRIATION CONTINGENCY:</p> <p>The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized</p>		

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	<p>that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.</p>		VENDOR TO STATE "COMPLY" OR "NOT COMPLY"
3.20	<p>ORGANIZATION - EMPLOYMENT DISCLAIMER:</p> <p>The agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement.</p> <p>The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.</p>		
3.21	<p>STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:</p> <p>Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the Contract arising as the result of the Contract.</p>		
3.22	<p>OFFSET FOR DAMAGES:</p> <p>In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.</p>		

**3.0 CONTRACT TERMS AND CONDITIONS:**

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		<b>VENDOR TO STATE "COMPLY" OR "NOT COMPLY"</b>	
3.23	<b>ADDITIONS/DELETIONS OF SERVICE:</b>  The County reserves the right to add and/or delete products and/or services to this Contract. Should a requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional products and/or services be required from this contract, prices for such additions will be negotiated between the Contractor and the County.		
3.24	<b>ASSIGNMENT OR SUBCONTRACTING:</b>  The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the contract serial number and identify the job project.		
3.25	<b>AMENDMENTS:</b>  All amendments to this Contract must be in writing and signed by both parties.		
3.26	<b>CONFORMATION WITH THE LAW:</b>  This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.		
3.27	<b>CONTRACT COMPLIANCE MONITORING:</b>  The Materials Management Department and Using Agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.		
3.28	<b>RETENTION OF RECORDS:</b>  The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.		

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3.29	<b>ADEQUACY OF RECORDS:</b>  If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.		
3.30	<b>AUDIT DISALLOWANCES:</b>  If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.		
3.31	<b>P.O. CANCELLATION LANGUAGE:</b>  The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.  Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid/proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.		
3.32	<b>SEVERABILITY:</b>  Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.		
3.33	<b>CONTRACTOR RESPONSIBILITY:</b>  The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or subcontractors.		



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3.34	<p><b>GUARANTEE:</b></p> <p>The materials and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.</p>		
3.35	<p><b>DELIVERY:</b></p> <p>It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.</p> <p>Delivery is required F.O.B. Destination, freight pre-paid (included in the price) within sixty (60) days of receipt of Purchase Order, to any delivery location within Maricopa County. Offeror(s) shall indicate on Pricing Documentation any additional freight or handling charges that would be associated with expedited delivery.</p>		
3.36	<p><b>SHIPPING:</b></p> <p>Bid prices shall be made F.O.B. destination to the user agency or department within Maricopa County. The contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the contractor. The County will notify the contractor of any damaged goods and shall assist the contractor in arranging for inspection.</p>		
3.37	<p><b>PRICE REDUCTIONS:</b></p> <p>By submitting a bid or proposal in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the Contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:</p> <p>3.37.1 Cancel the Contract, if it is currently in effect.</p> <p>3.37.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.</p> <p>3.37.3 Take the necessary steps to collect any performance surety provided on the applicable contract.</p>		

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3.38	<p><b>RIGHTS IN DATA:</b></p> <p>The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.</p>		
3.39	<p><b>SECURITY AND PRIVACY:</b></p> <p>The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.</p> <p>The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.</p>		
4.0	<b>ADMINISTRATIVE INFORMATION/SPECIAL INSTRUCTIONS:</b>		
4.1	<p><b>INCORPORATION OF BID INTO THE CONTRACT:</b></p> <p>The contents of this solicitation and the successful offeror's pricing are to be incorporated into the Contract.</p>		
4.2	<p><b>PROCUREMENT AUTHORITY:</b></p> <p>The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protests concerning this Call for Bids must be filed with the Procurement Officer in accordance with Section MCI-905 of the Code.</p>		
4.3	<p><b>CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:</b></p> <p>If any Contractor believes that any aspect of this solicitation is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Section MC1-905, to secure an administrative determination on this point.</p>		

**4.0 ADMINISTRATIVE INFORMATION/SPECIAL INSTRUCTIONS:**

<b>ITEM DESCRIPTION</b>		<b>VENDOR</b>	<b>PROPOSAL</b>
		<b>VENDOR TO STATE "COMPLY" OR "NOT COMPLY"</b>	
4.4	<b>CHANGE ORDERS:</b>  Maricopa County may institute changes or modifications to the specifications and will notify all participants by an addendum to this Request for Bids.		
4.5	<b>PROVISIONS OF BID DOCUMENTS:</b>  All bids must comply with and not deviate from the provisions of the bid documents. Failure to meet a material requirement of the bid documents shall be reason for rejection of a bid.		
4.6	<b>AMPLIFYING DATA:</b>  Should any Offeror wish to submit amplifying data with this bid, a statement should be made on the bottom of the bid that such amplifying material is a part of the bid and attach material to the bid form(s).		
4.7	<b>CONTRACTOR LICENSE REQUIREMENT:</b>  The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of this Contract and shall comply with the same.  Contractors furnishing finished products, materials or articles of merchandise that will require installation or attachment as a part of the Contract, shall possess any licenses required by the Arizona Registrar of Contractors. A Contractor is not relieved of its obligation to possess the required licenses by subcontracting out the labor portion of the Contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Contractors shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.		
4.8	<b>SUBMISSION PRICE CLARITY:</b>  For reasons of clarity all submissions of pricing (pricing page) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive. Minimum purchase requirements (if any) must be explained in writing by the Offeror.		

**4.0 ADMINISTRATIVE INFORMATION/SPECIAL INSTRUCTIONS:**

	ITEM DESCRIPTION	VENDOR	PROPOSAL
		VENDOR TO STATE "COMPLY" OR "NOT COMPLY"	
4.9	<p>ADDITIONAL PRICING:</p> <p>Offerors are strongly encouraged to offer additional pricing for related items/products/components that are not specifically addressed as line items in this call for bids. Pricing offered should be noted on the pricing pages of the vendor response in the format requested. Two (2) sets of catalogs/pricing documents shall accompany any additional pricing offered.</p>		
4.10	<p>INCURRING COSTS:</p> <p>Maricopa County is not responsible for any costs incurred in preparing this bid, including the acquisition of supplies and/or personnel.</p>		
4.11	<p>PUBLIC RECORD:</p> <p>All information submitted relating to this bid, except for proprietary information, shall become part of the public record, in accordance with the Maricopa County Procurement Code, Section MC1-406.</p>		
4.12	<p>D/M/WBE PARTICIPATION:</p> <p>Offerors submitting a bid are encouraged to solicit D/M/WBE participation on this contract. A list of certified D/M/WBE enterprises may be obtained by contacting Carlos Avelar, Contracts Compliance Coordinator for Maricopa County at (602) 506-8656. Please indicate in your bid response D/M/WBE areas of involvement for monitoring purposes.</p>		
4.13	<p>EVALUATION CRITERIA:</p> <p>The evaluation of this solicitation will be based on but not limited to the following:</p> <p>4.13.1 Compliance with specifications</p> <p>4.13.2 Cost</p> <p>4.13.3 Determination of responsibility</p>		
4.14	<p>AWARD:</p> <p>This is a multiple award price agreement. Award will be made to responsible/ responsive vendors meeting specifications. Additional vendors may be added to this contract subject to approval by the Maricopa County Board of Supervisors</p>		
4.15	<p>POST-AWARD MEETING:</p> <p>The successful Contractor(s) may be required to attend a post-award meeting with the using agency for discussion of the terms and conditions of this Contract. This meeting will be coordinated by the procurement officer of this Contract.</p>		

**4.0 ADMINISTRATIVE INFORMATION/SPECIAL INSTRUCTIONS:**

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4.16	<p><b>CONTRACT ADMINISTRATION:</b></p> <p>To help insure contract compliance, a contract administration process will be an integral part of this Contract. County employees will be assigned as contract monitors for key locations throughout the County. Materials Management and the user organizations will utilize the procedure. This Contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance.</p> <p>The Contractors should know in the bidding process that the successful Offeror will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful Offeror by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal Contractor/user relationship will exist when within compliance and the contract administration process should be transparent.</p>		
4.17	<p><b>NON-DISCRIMINATION:</b></p> <p>The Contractor in the performance of this contract will not discriminate against any employee for employment based on race, religion, sex, national origin or disability.</p>		
4.18	<p><b>COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED:</b></p> <p>Contractor understands and acknowledges the applicability of the IRCA. Contractor agrees to comply with the IRCA in performing under this Agreement and to permit County inspection of personnel records to verify such compliance.</p>		
4.19	<p><b>COVENANT AGAINST CONTINGENT FEES:</b></p> <p>The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.</p>		

**4.0 ADMINISTRATIVE INFORMATION/SPECIAL INSTRUCTIONS:**

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4.20	<p>NON-COLLUSION:</p> <p>The Offeror expressly warrants and certifies that neither the Offeror nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this bid.</p>		
4.21	<p>FINANCIAL STATUS:</p> <p>All Contractors shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a bid or proposal, and/or to declare a Contractor non-responsive and/or non-responsible, as those terms are defined in the Maricopa County Procurement Code.</p> <p>If a Contractor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a Contractor or receiver has been appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law, the Contractor must provide the County with that information as part of its bid/proposal/quote. The County may consider that information during evaluation of the bid/proposal/quote. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County is a bid/proposal/quote, including, but not limited to, determination that the Contractor should be declared non-responsive and/or non-responsive, and suspension or debarment of the Contractor, as those terms are defined in the Maricopa County Procurement Code.</p> <p>By submitting a bid/proposal/quote in response to this solicitation, the Contractor agrees that, if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a Contractor or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law, the Contractor will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the Contractor will meet its obligations to the County.</p> <p>The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County.</p>		

**4.0 ADMINISTRATIVE INFORMATION/SPECIAL INSTRUCTIONS:**

	<b>ITEM DESCRIPTION</b>	<b>VENDOR</b>	<b>PROPOSAL</b>
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4.22	<p>PROMPT PAYMENT DISCOUNT:</p> <p>Maricopa County, through its "Continuous Improvement Initiatives" has identified Contractor Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area which are intended to both improve and expedite this process. In light of these efforts, Contractors are strongly encouraged to offer Maricopa County Cash Discounts for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority.</p>		
4.23	<p>REGISTRATION:</p> <p>Offerors are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement will cause your bid to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3244.</p>		
4.24	<p>INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs):</p> <p>Maricopa County currently has ICPAs with numerous governmental units throughout the State of Arizona. These agreements allow these entities, with the approval of the contract vendors, to purchase their requirements under the terms and conditions of the County contract. Please indicate on the pricing page of this contract your acceptance or rejection regarding such participation. Your response will not be considered as an evaluation factor in awarding this contract.</p>		
4.25	<p>OFFEROR REVIEW OF DOCUMENTS:</p> <p>Offeror shall review their bid submission to assure the following documents are properly completed.</p> <p>4.25.1 One (1) original and one (1) copy of all submissions is MANDATORY</p> <p>4.25.2 Pricing pages, MANDATORY</p> <p>4.25.3 Copies of Catalogs/Pricing Documents (if required)</p> <p>4.25.4 Literature, Technical and Descriptive, MANDATORY</p> <p>4.25.5 Year 2000 Contract Compliance statement, MANDATORY</p> <p>4.25.6 Agreement page, MANDATORY</p> <p>4.25.7 References (if required)</p>		

4.26 INQUIRIES:

All inquiries concerning information contained herein shall be directed to:

Procurement Officer: Jim Higgins  
Department Of Materials Management  
Telephone: (602) 506-3314

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

JH/mab

cc:

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**NOTE: (OFFERORS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR BIDS)**



**APARAT MEDICAL SALES CO., 1050 CALLE CORDILLERA, #105, SAN CLEMENTE, CA 92673**

\*The vendor above agrees to all the terms and conditions listed in the call for bids.

Terms: Net 30

Federal Tax ID Number: 33-0416772

Telephone Number: (800) 727-8767

Fax Number: (949) 366-6826

Contact Person: Wayne A. Miller, General Manager

Vendor Number: 330416772

Contract Period: To cover period ending through July 31, 2004.

**FINNIGAN, 355 RIVER OAKS PARKWAY, SAN JOSE, CA 95134**

\*The vendor above agrees to all the terms and conditions listed in the call for bids.

Terms:	Net 30
Federal Tax ID Number:	77-0417953
Telephone Number:	(800) 538-7067, EXT. 8270
Fax Number:	(408) 965-6119
Contact Person:	John Nemmers/Western Regional Manager
Vendor Number:	770417953
Contract Period:	To cover period ending through July 31, 2004.

**AGILENT TECHNOLOGIES, P.O. BOX 4026, ENGLEWOOD, CO 80155**  
~~HEWLETT-PACKARD COMPANY, 2850 CENTERVILLE RD., WILMINGTON, DE 19808-1644~~

\*The vendor above agrees to all the terms and conditions listed in the call for bids.

Terms:	Net 30
Federal Tax ID Number:	<del>94-1081436</del> <b>77-0518772</b>
Telephone Number:	<del>(800) 628-1971</del> <b>800/403-0801</b>
Fax Number:	<del>(302) 633-8954</del> <b>888/857-8161</b>
Contact Person:	Georgeann Foster
Vendor Number:	<del>941081436</del> <b>770518772 A</b>
Contract Period:	To cover period ending through July 31, 2004.

**TEKMAR COMPANY, 7143 E. KEMPER RD., CINCINNATI, OH 45249**

\*The vendor above agrees to all the terms and conditions listed in the call for bids.

Terms:	Net 30
Federal Tax ID Number:	31-0812092
Telephone Number:	(513) 247-7000
Fax Number:	(513) 247-7050
Contact Person:	Laney Misleh, Contracts & Compliance Manager
Vendor Number:	310812092
Contract Period:	To cover period ending through July 31, 2004.

**VARIAN ASSOCIATES, 2700 MITCHELL DR., WALNUT CREEK, CA 94598**

\*The vendor above agrees to all the terms and conditions listed in the call for bids.

Terms: Net 30

Federal Tax ID Number: 94-2359345

Telephone Number: (800) 926-3000

Fax Number: (925) 945-2360

Contact Person: Cathie Walsh, Contracts Administrator

Vendor Number: 942359345

Contract Period: To cover period ending through July 31, 2004.

**WATERS CORP., 34 MAPLE ST., MILFORD, MA 01757**

\*The vendor above agrees to all the terms and conditions listed in the call for bids.

Terms: Net 30

Federal Tax ID Number: 04-3234558

Telephone Number: (800) 252-4752

Fax Number: (508) 482-8532

Contact Person: Joanne Levine, Quotation Administrator

Vendor Number: 043234558

Contract Period: To cover period ending through July 31, 2004.

**ZYMARK CORPORATION, 68 ELM ST., HOPKINTON, MA 01748**

\*The vendor above agrees to all the terms and conditions listed in the call for bids.

Terms: Net 30

Federal Tax ID Number: 04-2719878

Telephone Number: (508) 497-3391

Fax Number: (508) 435-3439

Contact Person: Andrea Belec, Bioanalytical Marketing Manager

Vendor Number: 042719878

Contract Period: To cover period ending through July 31, 2004.